ANNEXURE-1

Pre-Bid clarification for "Engaging a Public Relations Agency (PRA) for the Common Media and Social Media activities of the entire Energy Sector for the effective Publicity & public interaction with Energy Sector" in respect of Tender Enquiry No:

Sl No	Firm Name	Ref. Clause No	Tender Condition/Qualifying Requirment	Queries Raised/Clarification sought by the Bidders	Clarification issued by BESCOM
1	M/s APCO World wide	clause 3.1 of Terms of Payment of ITB	i.An amount equal to 10% of the one year contract Value will be paid on execution of the Contract Agreement and submission of Bank Guarantee towards mobilization advance. ii.An amount equal to 10% of the one year contract value will be paid on approval of PR Strategy Plan and Comprehensive Media Plan. iii. Remaining 80% of the one year contract Value will be equally paid in the 12 months period on satisfactory completion of deliverables as stipulated in the tender for having delivered the media and social media services. However, 10% of the monthly payment will be deducted in the every month invoice and this 10% withhold money will be released after satisfactory quarterly review	2. Vol-i Sec-ii -itb-BESCOM 3.0 Terms of Payment 3.1 Terms pf Payment for Media,Social Media, Creativeness and thought leadership activitiesas per the scope of the work. An amount equal to 10% of the one year contract Value will be paid on execution of the Contract Agreement and submission of Bank Guarantee towards mobilization advance. An amount equal to 10% of the one year contract value will be paid on approval of PR Strategy Plan and Comprehensive Media Plan. Remaining 80% of the one year contract Value will be equally paid in the 12 months period on satisfactory completion of deliverables as stipulated in the tender for having delivered the media and social media services. However, 10% of the monthly payment will be deducted in the every month invoice and this 10% withhold money will be released after satisfactory quarterly review. The 2nd and 3rd year payment schedule is not mentioned , though we are assuming that it will be same as the 1st year.	No change, tender condition prevails. Since there is no necessity to execute the contract agreement and furnishng the BG for 2nd and 3rd year the 10% advance amount being paid at the beginning of 2nd and 3rd year towards mobilization advance will be paid along with the amount to be paid for the approval of revised PR stratergy plan & Comphrensive media plan.
2	M/s APCO World wide	clause 3.1 of Terms of Payment of ITB	General Manager (Customer Relations), BESCOM will be the nodal officer. The bills (Invoices) shall be submitted in triplicate to GM (CR) and BESCOM has to co-ordinate with other organizations for getting the necessary certification from the concerned organization for their portion of service availed through e-mail. Payment shall be made against satisfactory services provided for the scope of the work stipulated in the DWA and for having delivered the services as mentioned in the deliverables.	General Manager (Customer Relations), BESCOM will be the nodal officer. The bills (Invoices) shall be submitted in triplicate to GM (CR) and BESCOM has to co-ordinate with other organizations for getting the necessary certification from the concerned organization for their portion of service availed through e-mail. Payment shall be made against satisfactory services provided for the scope of the work stipulated in the DWA and for having delivered the services as mentioned in the deliverables There will be an issue, if one of the Departments will not be satisfied. Any way, since you ware withholding 10% of the payment, this clause should be removed/modified	No change, tender condition prevails

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3	M/s APCO World wide	clause 5.0 of Completeness of offer of ITB	Any particulars which may not have been specifically mentioned but which is necessary for satisfactory and trouble free performance of the scope of work shall be carried out without extra charges.	2. Vol-i Sec-ii -itb-BESCOM 3.0 Completeness of offer Any particulars which may not have been specifically mentioned but which is necessary for satisfactory and trouble free performance of the scope of work shall be carried out without extra charges. The items of work mentioned in the schedule of prices are only indicative and will be considered for evaluation purpose.In case any item of work is not quoted by the Bidder and the same is essentially required to be done for satisfactory performance of the work, then the same shall be done by the bidder at no extra cost to the owner. More clarity is needed here. This may result in a future dispute	No change, tender condition prevails.
4	M/s APCO World wide	clause 15.0 of Contract Performance Guarantee of ITB	Performance Guarantee of the value of the Bank guarantee at 5% of total contract value towards the security for the performance is valid for a period of 39 months from the date of LOI	2. Vol-i Sec-ii -itb-BESCOM 15.0 Contract Performance Guarantee Performance Guarantee of the value of the Bank guarantee at 5% of total contract value towards the security for the performance is valid for a period of 39 months from the date of LOI. Please confirm, if the 5% performance guarantee is on the annual contract value or the total contract value.	No change, tender condition prevails. 5% performance guarantee is on the Total contract value.
5	M/s APCO World wide	point no.(IV) of 1.12 of Scope of Work of ITB	The organisation wise list of Key Professionals to be Deployed for the Assignment of Media & Social Media activities of energy sector 1. Team Leader 2. PR Expert 3. Social media Analyst 4. Kannada Language Expert 5. Content Creator 6. Designer 7. Video Editor 8. Photographer	2. Vol-i Sec-ii -itb-BESCOM The organisation wise list of Key Professionals to be Deployed for the Assignment of Media & Social Media activities of energy sector 1. Team Leader 2. PR Expert 3. Social media Analyst 4. Kannada Language Expert 5. Content Creator 6. Designer 7. Video Editor 8. Photographer BESCOM should specify the number of persons that will be required for the costing calculation	No change, tender condition prevails. The tender condition specifies key professionals to be deployed for satisfactory & successful execution of the contract. The number of key professionals to be deployed for each of the role depends up on the agency, who has to assess the number of key professionals required and quote their price accordingly. As the agency has to provide services for the entire energy sector which consists of 11 organizations, it is the responsibility of the successful bidder to provide services and to provide satisfactory service, it is the responsibility of the bidder to quote number of key professionals requried for executing the contract.

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6	M/s APCO World wide	clause 3.2 of Terms of Payment of ITB	No advance will be paid or no letter of credit will be issued.	2. Vol-i Sec-ii -itb-BESCOM 3.0 Terms of Payment No advance will be paid or no letter of credit will be issued. Since the above is liekly to a 6 months activity, selected agency would be required to bear all the costs for the event. As this is likely to be a big event, BESCOM should consider giving atleast 25% in the first month, 25% in 3rd month, 25% in the 5 th month and remaining after completion of activity. Payment terms not mentioned.	No change, tender condition prevails. The payment will be made as stipulated in the tender documents.
7	M/s APCO World wide	point no.(xii) of 1.0 of Scope of Work of ITB	xii.Develop and execute paid & organic social media promotions, such as quizzes and contests, to expand the reach and visibility of the event. xxvii. Any significant events, road shows, and seminars to be organized by Energy Department, like World Energy Forum (WEF), during the contract period etc., are included in the scope of contract	3. Detailed Scope of the Work Develop and execute paid & organic social media promotions, such as quizzes and contests, to expand the reach and visibility of the event. Will there be a separate cost for paid campaigns for social media . Any significant events, road shows, and seminars to be organized by Energy Department, like World Energy Forum (WEF), during the contract period etc., are included in the scope of contract Scope of WEF visit and who will bear the cost	No change, tender condition prevails. The Successful bidder has to bear the cost .
8	M/s APCO World wide	point no.(vii) of 1 of Comphrensive Media Plan of ITB	Planning advertisements and marketing campaigns using media like hoardings, mobile vans, walking bill boards, portable displays, pop-up display stands, kiosks, pavilions, etc. shall be provided by the agency	1-Comphrensive Media Plan Advertising-Planning advertisements and marketing campaigns using media like hoardings, mobile vans, walking bill boards, portable displays, pop-up display stands, kiosks, pavilions, etc. shall be provided by the agency. Who will pay for this?? Who will buy the space??	No change, tender condition prevails.
9	M/s APCO World wide	clause 4.11 of Penalty for Delay of ITB	However, the total liability of the Agency as per this clause shall not exceed 25% of the total contract value	4. Penalty for delay: 4.11-However, the total liability of the Agency as per this clause shall not exceed 25% of the total contract value 25% penalty is too high; it should ideally be either 10% or less. Also, a clause should be added that 1 or 2 notices will be served to the agency to improve their performance.	No change, tender condition prevails. BESCOM on behalf of Energy Department expect satisfactory services from the successful bidder and successful bidder should provide services in such a way that, there shall not be any scope for laying the penalty. Further this contract is for a period of 3 years, and as per the provisions of penalty clause, each penalty to be levied will be restricted to maximum of 10% of annual contract value and cumulative of 3 years will be limited to 25% of the total contract value.

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10	M/s APCO World wide	clause 4.22 & 4.23 of Penalty for Delay of ITB	4.22 If the approval for the Comphrensive PR stratergy plan is not obtained within 2 weeks of the 5 months pre event period, then the penalty at the rate of ½ % per week subject to maximum of 10% of the awarded value of Bengaluru International Energy Summit /Exhibition 2024/2025 will be leived. 4.23 If the approval for the Comphrensive media plan is not obtained within 4 weeks of the 5 months pre event period, then the penalty at the rate of ½ % per week subject to maximum of 10% of the awarded value of Bengaluru International Energy Summit /Exhibition 2024/2025 will be leived.	What if the delay from the BESCOM side? Nothing is mentioned regarding the same	No change, tender condition prevails. If there is a delay in approving the the plan from BESCOM, penalty will not be levied to such extent of delay from BESCOM side
11	M/s Avian WE	NIL	NIL	What all should the pitch presentation include	Will be intimated to the successful bidder later.
12	M/s Disha Communications Sr. Ext	point no.(5) of 13.0 of Qualifying Requirement of IFB	The Bidder should have provided Media services for at least one international event in India or abroad for any of the Government or Public Sector undertakings	The Bidder should have provided Media services for at least one event in India or abroad for any of the Government or Public Sector/private sector undertakings	No change, tender condition prevails
13	M/s APCO World wide	Tender document		It is mentioned in the bid documents as Enquiry No: BESCOM/2023-24/SE0078, but it is mentioned in the e-portal as BESCOM/2023-24/SE0088	Due to typographical error the tender enquiry number is mentioned as BESCOM/2023-24/SE0078 in the tender documents instead of BESCOM/2023-24/SE0088 .Hence the Bidders are requested to read the Enquiry No as BESCOM/2023-24/SE0088

23/01/24

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